

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 13
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE August 02, 2006	4. REQUISITION/PURCHASE REQ. NO. SP0600-05-0165	5. PROJECT NO. (If applicable)	
6. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Kenneth Hawes/DESC-PIB PP: 1.3B Phone: (703) 767-8473 Fax: (703) 767-8605 Email Address: kenneth.hawes@dla.mil	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. SP0600-06-R-0218	
		X	9B. DATED (SEE ITEM 11) JULY 07, 2006	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
BIDDER CODE: CAGE CODE:				
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER Specify type of modification and authority)				
A. IMPORTANT: Contractor [] is not, or [X] is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.).				
<p>The purpose of this amendment is to add, delete and correct line items in the solicitation. This amendment also includes updated solicitation clauses.</p> <p>Offerors are required to complete blocks 15 A, B & C and return the SF 30 via fax <u>as soon as possible</u>.</p> <p>BIDS FOR NEW ITEMS/REVISED ITEMS ARE DUE NO LATER THAN THURSDAY, AUGUST 17, 2006 AT 12:00 PM (NOON) (FT. BELVOIR, VA TIME).</p> <p>Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

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THE FOLLOWING LINE ITEMS ARE HEREBY ADDED TO THE SOLICITATION:

ITEM NUMBER	ESTIMATED QUANTITY UI
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**DARWIN
 AUSTRALIA**

521-61B	MARINE GAS OIL (MT)	19,980 MT
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TANK TRUCK (TT),
 AVERAGE DELIVERY: 380 METRIC TONS
 MINIMUM DELIVERY: 200 METRIC TONS

ESCALATOR: PLATT'S BUNKERWIRE, SINGAPORE MARINE GASOIL \$637.50/MT
 BASE REFERENCE DATE: MAY 23, 2006

**MANTA
 ECUADOR**

630-05	TURBINE FUEL, AVIATION, JP5	17,045 MT
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TANK TRUCK (TT),
 MINIMUM DELIVERY: 25 METRIC TONS

ESCALATOR: PLATT'S OILGRAM PRICE REPORT, U.S. GULF COAST, JET 54, WATERBORNE, AVG.
 \$606.57/ MT

BASE REFERENCE DATE: MAY 23, 2006

**GWANGYANG/YOSU
 KOREA**

958-61	MARINE GAS OIL (MT)	15,000 MT
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BARGE (BRG),
 MINIMUM DELIVERY: 100 METRIC TONS

ESCALATOR: PLATT'S BUNKERWIRE, SINGAPORE, MARINE GAS OIL, AVG. \$637.50/MT
 BASE REFERENCE DATE: MAY 23, 2006

958-62	FUEL OIL, INTERMEDIATE 180 MT	15,000 MT
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BARGE (BRG),
 MINIMUM DELIVERY: 100 METRIC TONS

ESCALATOR: PLATT'S BUNKERWIRE, SOUTH KOREA, 180 CST, AVG. \$376.50
 BASE REFERENCE DATE: MAY 23, 2006

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ITEM NUMBER		ESTIMATED QUANTITY	UI
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**MOKPO
KOREA**

960-61	MARINE GAS OIL (MT)	5,000	MT
	BARGE (BRG), MINIMUM DELIVERY: 100 METRIC TONS		

ESCALATOR: PLATT'S BUNKERWIRE, SINGAPORE, MARINE GAS OIL, AVG. \$637.50/MT
BASE REFERENCE DATE: MAY 23, 2006

960-62	FUEL OIL, INTERMEDIATE 180 MT	7,500	MT
	BARGE (BRG), MINIMUM DELIVERY: 100 METRIC TONS		

ESCALATOR: PLATT'S BUNKERWIRE, SOUTH KOREA, 180 CST, AVG. \$376.50
BASE REFERENCE DATE: MAY 23, 2006

THE FOLLOWING LINE ITEMS ARE HEREBY CHANGED AS FOLLOWS:

ITEM NUMBER		ESTIMATED QUANTITY	UI
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**QINDAO
PEOPLE'S REPUBLIC OF CHINA,
CHINA**

LINE ITEM: 557-61A CHANGE MIN QTY FROM 630MT TO 475MT.

557-61A	MARINE GAS OIL (MT)	2,375	MT
	BARGE (BRG), AVERAGE DELIVERY: 630 METRIC TONS MINIMUM DELIVERY: 475 METRIC TONS		

ESCALATOR: PLATT'S BUNKERWIRE, SINGAPORE, MARINE GAS OIL, AVG. \$637.50/MT
BASE REFERENCE DATE: MAY 23, 2006

LINE ITEM: 557-61B CHANGE MIN QTY FROM 630MT TO 475MT.

557-61B	MARINE GAS OIL (MT)	2,375	MT
	TANK WAGON (TW), AVERAGE DELIVERY: 630 METRIC TONS MINIMUM DELIVERY: 475 METRIC TONS		

ESCALATOR: PLATT'S BUNKERWIRE, SINGAPORE, MARINE GAS OIL, AVG. \$637.50/MT
BASE REFERENCE DATE: MAY 23, 2006

THE FOLLOWING LINE ITEMS ARE HEREBY DELETED IN THEIR ENTIRETY:

229-61	ACAPULCO, MEXICO
229-61A	ACAPULCO, MEXICO
229-61B	ACAPULCO, MEXICO
229-61C	ACAPULCO, MEXICO
234-61	PUERTA VALLARTA, MEXICO
234-61A	PUERTA VALLARTA, MEXICO
234-61B	PUERTA VALLARTA, MEXICO
234-61C	PUERTA VALLARTA, MEXICO
503-61	SOKHNA PORT, EGYPT
521-62B	DARWIN, AUSTRALIA
630-06	MANTA, ECUADOR
701-61	EL SUEZ, EGYPT
702-61	PORT SAID, EGYPT
949-62	OKINAWA, JAPAN
981-62	EL SUEZ, EGYPT
982-62	PORT SAID, EGYPT
985-62	RICHARD'S BAY, SOUTH AFRICA

THE FOLLOWING UPDATED CLAUSES ARE HEREBY AMENDED TO THE SOLICITATION:**B19.19-1 ECONOMIC PRICE ADJUSTMENT – MARKET PRICE INDICATORS (SHIPS' BUNKERS) (DESC APR 2006)****(a) WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) DEFINITIONS. As used throughout this clause, the term--

(1) **Award price** means the original contract price.

(2) **Reference price** means the market price indicator set forth in the Table in (f) below with which the award price is to fluctuate.

(i) **Base reference price** means the market price indicator shown in the Table in (f) below and is the reference price from which economic price adjustments are calculated pursuant to this clause. This price will be expressed as **Base Ref. Price** in any price adjustment notification issued through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**. The base reference date annotated in the Table shall remain unchanged throughout the life of the contract.

(ii) **Adjusting reference price** means the market price indicator in effect in the calendar week of the date of delivery, used to determine the change in reference price. In the event one or more applicable reference prices are not (or were not) published, then the term adjusting reference price means the market price indicator for an item as published on the date nearest in time on or prior to the effective calendar date as expressed in (4) below. It is annotated as **New Ref. Price** in any PA modification issued.

(3) **Current unit price** means the most current price in effect for the week that the price adjustment provisions discussed in paragraph (c) below begin. This price, expressed as **Latest Unit Price** in any DESC price adjustment notification issued through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC** shall be the unit price charged to the Government for supplies delivered under the contract.

(4) **Date of delivery** means the date and time product is received by the requesting activity/vessel. This is shown by signature of receipt by the Government representative for the entire delivery. A single delivery that began on one date and ended on another date shall be considered as received on the date of completion annotated by the Government on the bunker delivery document. Excusable delays in delivery shall be handled on a case-by-case basis by the Contracting Officer.

(5) **Calendar week** means a consecutive seven-day period, beginning with Monday, unless otherwise specified in (c)(1) below.

(6) **Published** means issued in either print or electronic format by the service designated to be employed as an escalator, unless otherwise specifically stated. In the event of a conflict between the prices set forth in the print version and those set forth in the electronic version for the same date, the electronic version shall prevail, unless otherwise specified in (c)(1) below.

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount that the reference price shall have increased or decreased through the date of delivery. The amount of increase or decrease in the award price shall be based on the same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire and Bunker Fuels Report, the adjusting reference price in effect on the date of delivery shall be that item's reference price effective (and normally published) on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's reference price as last previously published prior to that Tuesday.

(ii) **PLATT'S OILGRAM PRICE REPORT.** For items employing Platt's Oilgram Price Report, Spot Price Assessment, the adjusting reference price in effect on the date of delivery shall be that item's reference price in effect for the Monday of the calendar week in which the delivery is made, or, in the event there is no price for that Monday, it shall be the item's reference price in effect for the date nearest in time prior to that Monday. For items employing Platt's Oilgram Price Report, 5 Day Rolling Average, the reference price in effect on the date of delivery shall be the average of that item's reference price effective for 5 consecutive days ending Friday prior to the calendar week in which the delivery is made. In the event there is no price for any one or more of those 5 days, the reference price shall be calculated by averaging the last 5 days for which prices were in effect on or prior to that Friday.

(iii) **AXXIS.** For items employing AXXIS, the adjusting reference price shall be that item's reference price in effect for the Thursday of the calendar week prior to the date that delivery is made. In the event there is no price for that Thursday, it shall be the item's reference price in effect for the date nearest in time prior to that Thursday.

(iv) **OIL PRICE INFORMATION SERVICE (OPIS).** For items employing OPIS, the adjusting reference price in effect on the date of delivery shall be that item's reference price published, in print, on the Monday of the calendar week in which delivery is made. In the event there is no publication in that week, it shall be the item's reference price as last previously published in the print edition. **NOTE: Generally, the Monday print edition of OPIS contains the prices in effect for the prior Thursday. However, the Monday print edition of OPIS may contain prices for a date other than the prior Thursday. In any event, the prices appearing in the Monday print edition shall have control.**

(v) When a combination of two different publications is utilized, the applicable reference dates will be stated in paragraph (f) below.

(vi) Platts issues corrections to its published prices on a regular basis. Platts posts corrections to its website (<http://www.platts.com>) for its subscribers. If a correction to a reference price is found on the Platts website, all of the items that use that reference price will be corrected. DESC will correct any other reference prices, as notice of the correct is received. DESC will work with the pricing services to determine the appropriate price, whenever an offeror or Contractor can show that the price referenced should be reviewed.

(2) CALCULATIONS.

(i) If averages are published within a given publication, then these averages will be used.

(ii) For prices in U.S. gallons, if average are not available within a given publication, DESC calculated averages, carried to six decimal places, rounded, will be used. For prices in metric tons, if averages are not available within a given publication, DESC calculated averages, carried to two decimal places, rounded, will be used. For domestic contract line items, conversions from metric tons to gallons shall be utilized through the CONVERSION FACTORS clause for the applicable publication reference product. Barrels shall be converted using the CONVERSION FACTORS clause for barrels to gallons. The above shall apply unless cited differently in the Table in (f) below.

(iii) For domestic contract line items, the final calculated reference price, as well as any intermediary arithmetical calculations, will consist of a number including six decimal places, rounded. For overseas contract line items, the final calculated reference price, as well as any intermediary arithmetical calculations, will consist of a number including two decimal places, rounded.

(iv) For domestic contract line items, the final adjusted unit price will always consist of a number including six decimal places, rounded. For overseas contract line items, the final adjusted unit price will always consist of a number including two decimal places, rounded.

(3) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(4) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENTS.** The Contractor agrees that the total increase in any contract unit price shall not exceed 350 percent of the award price, except as provided hereafter:

(i) If, at any time, the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(5) REVISION OF REFERENCE PRICE . In the event--

(i) Any applicable reference price (market price indicator) is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially fails to reflect market conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on or just prior to the date the indicator was discontinued, altered, or began to consistently and

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substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the contract.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **TABLE.** The following publication(s)/date(s) apply:

(DESC 52.216-9FS1)

SEE ATTACHMENT B FOR BASE REFERENCE POSTINGS

See the EPA clause "Continuation Pages" for (1) a list of applicable publications and effective reference price dates, and (2) market areas and reference publications designated by product, location, and publication reference.

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC APR 2006)

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, aerospace energy (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this clause shall apply.

(a) AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES (CONUS):

Alabama	110	Maine	110	Oklahoma	110
Arizona	120	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

EXCEPTIONS:

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

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**(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)
 (INCLUDING ALASKA AND HAWAII):**

Afghanistan	400	Djibouti	400	Laos	350 ¹	Saudi Arabia	400
Africa	200 ²	Egypt	400	Lebanon	400	Seychelles Is.	400
Alaska	320	Eritrea	400	Madagascar	200	Singapore	350 ¹
Antarctica	310	Ethiopia	400	Malaysia	350 ¹	Somalia	400
Armenia	200	Europe (Continental)	200	Maldives	350 ¹	South America	111
Ascension Island	111	Georgia	200	Malta	200	South Korea	330
Australia	350 ¹	Greenland	200	Mauritius	200	Sri Lanka	350 ¹
Azerbaijan	200	Hawaiian Islands	310	Mexico	111	Sudan	400
Azores	200	Hong Kong	330	Midway Island	310	Syria	400
Bahrain	400	Iceland	200	Mongolia	330	Taiwan	350 ¹
Bangladesh	350 ¹	India	350 ¹	Myanmar	350 ¹	Tajikistan	400
Bermuda	111	Indonesia	350 ¹	Nepal	350 ¹	Thailand	350 ¹
Bhutan	350 ¹	Ireland	200	New Zealand	350 ¹	Turkey	200
Brunei	350 ¹	Iran	400	North Korea	330	Turkmenistan	400
Cambodia	350 ¹	Iraq	400	Oman	400	United Arab Emirates	400
Canada	110	Israel	200	Pacific Islands (Central & South)	310	United Kingdom	200
Canary Island	200	Japan	340	Pakistan	400	Uzbekistan	400
Caribbean Islands	111	Johnston Atoll	310	Papua New Guinea	350 ¹	Vietnam	350 ¹
Central America	111	Jordan	400	Philippines	350 ¹	Wake Island	310
Chagos Archipelago	300	Kazakhstan	400	Qatar	400	Yemen	400
China	330	Kenya	400	Ryukus Islands, Japan	340		
Comoros	200	Kuwait	400	Russia	200		
Cyprus	200	Kyrgyzstan	400				

^[1] A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

^[2] Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

(c) INSPECTION OFFICES AND CODES.

110. DESC Americas East ³

Federal Building, Room 1005
 2320 LaBranch Street
 Houston, TX 77004-1091
 Phone: (713) 718-3883
 FAX: (713) 718-3891

111. DESC Americas East (Homestead)

360 Coral Sea Blvd.
 Homestead AFB, FL 33039-1299
 Phone: (305) 258-7454/55/56
 FAX: (305) 258-7761

120. DESC Americas West ³

3171 N Gaffey Street
 San Pedro, CA 90731-1099
 Phone: (310) 241-2800
 FAX: (310) 241-2836

200. DESC Europe ³

ATTN: Quality Manager
 CMR 443, Box 5000

APO AE 09096-5000
[Location: Wiesbaden, Germany]
Phone: 49-611-380-7541/7155⁴
FAX: 49-611-380-7030⁴

300. DESC Pacific^{3, 5}
ATTN: Quality Manager
1025 Quincy Avenue, Building 479, Suite 2000
Pearl Harbor, HI 96860-4512
Phone: (808) 473-4307
FAX: (808) 473-4232

310. DESC Middle Pacific
1025 Quincy Avenue, Building 479, Suite 2000
Pearl Harbor, HI 96860-4512
Phone: (808) 473-4287
FAX: (808) 473-4232

320. DESC Alaska
10480 22nd Street
Elmendorf AFB, AK 99506-2500
Phone: (907) 552-3949
FAX: (907) 753-0517

330. DESC Korea
Mailing Address:
Defense Energy Support Center Korea
Unit #15015, Building S-348
APO AP 96218-0171

Shipping Address:
Defense Energy Support Center Korea
Unit #15015, Building S-348
Camp Walker, Taegu, South Korea
96218-0171
Phone: 82-505-764-5842⁴
FAX: 82-505-764-5844⁴

340. DESC Japan
Yokota Building 714, Room 211/B-18
Unit 5266
APO AP 96328-5266
[Location: Yokota AB, Japan]
Phone: 82-505-764-5842⁴
FAX: 82-505-764-5844⁴

350. DESC Singapore
Mailing Address:
Defense Energy Support Center Singapore
c/o NRCC Singapore
PSC 470, Box 2100

FPO AP 96534-2100
Phone: 65-6750-2070/2013 ⁴
FAX: 65-6750-2080/2635 ⁴

Shipping Address:
Defense Energy Support Center Singapore
NRCC Singapore PSA Sembawang Terminal
Deptford Road Building 7-4
Singapore 759657

400. DESC Middle East ³
ATTN: Quality Manager
PSC 451, Box DESC-ME
FPO AP 09834-2800
[Location: Juffair, Bahrain]
Phone: 973-17-85-4658 ⁴
FAX: 973-17-85-4670 ⁴

^[3] Designated location of the DESC Regional Quality Manager/Pre-Award Survey Monitor.

^[4] Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

^[5] The DESC Regional Quality Manager/Pre-Award Survey Monitor for inspection offices 300, 310, 320, 330, 340, and 350.
(DESC 52.246-9F40)

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

☐ (4) [RESERVED]

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

- [] (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005) (15 U.S.C. 637 (d)(4)).
 - [] (ii) Alternate I (Oct 2001) of 52.219-9.
 - [] (iii) Alternate II (Oct 2001) of 52.219-9.
 - [] (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
 - [] (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - [] (ii) Alternate I (Jun 2003) of 52.219-23.
 - [] (11) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 - [] (12) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 - [] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
 - [] (14) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
 - [] (15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
 - [] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - [] (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - [] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
 - [] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - [] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
 - [] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - [] (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - [] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
 - [] (23) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
 - [] (24) (i) 52.225-3, Buy American Act – Free Trade Agreements – Israeli Trade Act (Apr 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
 - [] (ii) Alternate I (Jan 2004) of 52.225-3.
 - [] (iii) Alternate II (Jan 2004) of 52.225-3.
 - [] (25) 52.225-5, Trade Agreements (Apr 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - [] (26) 52.225-13, Restriction on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - [] (27) [RESERVED]
 - [] (28) [RESERVED]

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- [] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- [] (32) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- [] (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- [] (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- [] (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- [] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

- [] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005) (41 U.S.C. 351, *et seq.*).
- [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- [] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- ☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006); (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts). (☐ Alternate I (APR 2003)) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- ☐ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ☐ 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program (JUN 2005); (☐ Alternate I (JAN 2005)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

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- ☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
- ☐ 252.227-7015 Technical Data – Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ☐ 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- ☐ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (AUG 2005) (Section 1092 of Pub. L. 108-375).
- ☐ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☐ 252.247-7023 Transportation of Supplies by Sea (MAY 2002); (☐ Alternate I (MAR 2000)); (☐ Alternate II (MAR 2000)); (☐ Alternate III (MAY 2002)) (10 U.S.C. 2631).
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- ☐ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (AUG 2005) (Section 1092 of Pub. L. 108-375).
- ☐ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

1285.01 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) **DEFINITION.** **United States**, as used in this clause, means the 50 States, the District of Columbia and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality.

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Defense Energy Support Center (DESC) Logistics Readiness Division at (703) 767-8420.

(DFARS 252.225-7043)